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STATE OF TEXAS

Hickory Creek Special Utility District

101 N. 1st Street
P.O. Box 540
Celeste, Texas 75423
903.568.4760

## RIGHT-OF-WAY UTILITY EXCLUSIVE EASEMENT AND COVENANT OF ACCESS

COUNTY OF	<u> </u>	KNOW ALL MEN	N BY THESE PRESENTS:
That the undersigned,			hereinafter called "Grantor" for the provision of utility service and/or other
benefits and for good and valuable consi	ideration does hereby co SUD"), an exclusive ease	venant access to and gement and right-of-way	grant, sell, and convey unto HICKORY CREEK SPECIAL UTILITY DISTRICT. y in, into, upon, across, and under the property described as
The right-of-way, easement, installing, constructing, operating, repair	, rights and privileges h iring, inspecting, rebuild	nerein granted shall b ling, removing, and re	ment Number Deed Records.  e used for the express purpose of providing water utility service including placing elocating water lines, transmission or distribution facilities or equipment, other utility e utility service. Hickory Creek SUD is specifically granted pedestrian, equipment and
The width of the easement shinclude the subsurface below and the spa		y one-half (1/2) such o	listance on either side of Hickory Creek SUD's lines, or other facilities, and shall
representatives, successors and assigns	s. Grantor represents th	hat he or she is the	appurtenant to the land, and shall inure to the benefit of Hickory Creek SUD owner of the above-described tract of land and binds himself/herself, his/her heirs and rights described herein to Hickory Creek SUD, its representatives, successors and
		exclusive, and Grant	or covenants that it will not convey any other easement or conflicting rights within the
, , ,	asement and covenant or	f access granted here	in to Hickory Creek SUD is expressly excepted from any right of reversion of said
It is expressly provided, how	vever, that in the event th		terein has not been used by Hickory Creek SUD as provided herein for a period of no andoned, that upon the written request of the Grantor, or their successors or assigns
Hickory Creek SUD will, at its expense,	, release so much of the e	easement that has beer	·
contract and/or install within the right of	f way granted hereby the	facilities that may at	any time be necessary for the purposes herein specified.  structions, to cut, remove and trim trees within the right-of-way and to chemically trea
with herbicides as necessary.	Ü		
removable at the option of Hickory Cree This instrument, and the terr	ek SUD. ms and conditions conta	ained herein, shall inu	easement property shall at all times remain the property of Hickory Creek SUD and i are to the benefit of and be binding upon Hickory Creek SUD and grantor, and thei
	at Grantor, his heirs, su	ccessors and assigns	shall facilitate and assist Hickory Creek SUD personnel in exercising their rights and
privileges herein described at all reas appurtenances, building, etc., and stori compromises safety or in any way vio obstruction or improvement which will	sonable times. Granton ing equipment, materials lates the current Nation interfere with Hickory or obstruction and Grant	r further covenants to s or any objects, or of al Safety Code cleara Creek SUD's use of to tor agrees to pay Hic	that Grantor, his/her heirs, successors and assigns shall refrain from constructing operating any machinery or conducting any activity in or around the easement that the construction of the easement property any structure the easement. Hickory Creek SUD shall have the right to remove from the easement kory Creek SUD the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the reasonable cost of such removal and this agreement shall be a successful to the removal and
Date:			
THE STATE OF TEXAS	§		
COUNTY OF	 §		
BEFORE ME, the undersign	ed authority, on this day	personally appeared	
acknowledged to me that he executed th	e same for the purposes	, known to mand consideration then	ne to be the person whose name is subscribed to the foregoing instrument, and rein expressed.
GIVEN UNDER MY HAND	) AND SEAL OF OFFIC	CE this day o	of
			Notary Public Signature State of Texas

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After recording, return this document to:  $H_{\rm ickory}~C_{\rm reek}~S_{\rm pecial}~U_{\rm tility}~D_{\rm istrict}$